



**EXECUTIVE COMMITTEE AGENDA**  
Room 700, Law and Justice Center  
**June 10, 2003**  
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – May 13, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee - Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:
      - b) APPOINTMENTS:

McLean County Board of Health  
Richard J. Hon Jr. M.D., F.A.C.O.E.M.  
#5 Stetson Dr.  
Bloomington, IL 61701  
Appointed to a One-Year Term that expires  
on June 30, 2004

McLean County Regional Planning Commission  
Mr. John Hanson  
21 Buckhurst Circle  
Bloomington, IL 61704  
Appointed to the remainder of Three-Year  
Term that expires on December 31, 2003

Public Building Commission of McLean County  
Mr. Eugene Salch  
1014 South Summit Street  
Bloomington, IL 61701  
Appointed to the remainder of Five-Year  
Term that expires on October 1, 2003

Ellsworth Fire Protection District  
Mr. Gerald L. Bedell  
29980 East 1050 North Road  
Ellsworth, IL 61737  
Appointed to a Three-Year Term that  
Expires on April 30, 2003

c) RESIGNATIONS:

McLean County Board of Health  
Paul Pedersen, M.D.  
2003 Berrywood Lane  
Bloomington, IL 61701

McLean County Regional Planning Commission  
Ms. Janet Smith  
711 E. Bissell Street  
Bloomington, Illinois 61701

Public Building Commission of McLean County  
Mr. John Winterroth  
108 North Bellemont Road  
Bloomington, IL 61704

Ellsworth Fire Protection District  
Mr. Gerry Weinhemier  
501 North High Street  
Ellsworth, IL 61737

- d) Request for Approval of Contract Renewal  
For Long Distance and Calling Card Services  
- Information Services
- e) Legislative Liaison: Consideration of Illinois  
Association of County Board Members –  
Member Berglund

1-6

2) Items to be Presented for Information:

- a) Monthly Report – Information Services
- b) General Report
- c) Other

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B. Property Committee – Chairman Bostic

1) Items to be presented for Action:

- a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County FY 2003 Combined Annual Appropriation and Budget Ordinance General Fund 001, County Board Department 001, McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085 8-9
- b) Request Approval of an Operating Agreement Between McLean County and Bloomington Municipal Credit Union to operate a Customer Convenience Site in the Lobby of the Law and Justice Center 10-12

2) Items to be Presented for to the Board:

- a) Request Approval of a Lease Agreement Between the County of McLean and the McLean County State's Attorney on the Fourth Floor of the 200 W. Front Street Building for the Child Support Enforcement Division – State's Attorney 13-25
- b) Request Approval of AIA Contract Proposal from PJ Hoerr to replace the Exterior Envelope of the 200 West Front Street Building
- c) Request Approval of Loader Lease Agreement with Cross Implement – Parks and Recreation
- d) Request Approval of proposed Addition of Outside Employee Break Patio at the MetCom Facility – MetCom
- f) Request Approval of Resolution Declaring the McBarnes Memorial Building Surplus Property and Providing for the Sale of the Building 26-28
- g) General Report
- h) Other

C. Transportation Committee - Chairman Bass

1) Items to be Presented to the Board:

- a) Results from Sale of Surplus Vehicles - Bids opened on May 28, 2003
- b) General Report
- c) Other

D. Finance Committee – Chairman Sorensen

1) Items to be Presented for Action:

- a) Request Approval of an Intergovernmental Agreement between Illinois Department of Public Aid and McLean County Nursing Home to Authorize the Alternate Reimbursement Methodology 29-49
- b) Request Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County 50-59
- c) Request Approval of the Resolution Amending the 2003 Combined Appropriation and Budget Amendment Grant Fund 0107 – West Nile Virus Testing – Health Department 60-62
- d) Request Approval of the Resolution Amending the Budget Amendment Grant Fund 0103 – WIC – Health Department 63-64
- e) Request Approval of proposed Lease Agreement with Public Building Commission Of McLean County for repair of Exterior Dryvit – 200 West Front Street Building 65-73

2) Items to be Presented to the Board:

- a) Request Approval of Normal Precinct Boundaries – County Clerk
- b) Request Approval of the Resolution Amending the 2003 Full-Time Equivalent Grant Fund 0103 – WIC – Health Department
- c) Request Approval of the Resolution Amending the Funded Full-Time Equivalent Positions for 2003 – Legal Assistant – State's Attorney
- d) Request Approval of the Resolution Amending the Funded Full-Time Equivalent Positions for 2003 – Telecommunicator – MetCom
- e) Request Approval of Starting Salary above the Minimum for Assistant County Engineer – Highway
- f) General Report
- g) Other

E. Justice Committee – Chairman Renner

1) Items to be presented for Action:

- a) Request approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance ETSB Operating Fund 0450, Emergency Telephone Systems Board Department 0098 Metro Communications Center Fund 0452, MetCom Department 0030
- b) Request Approval of Recommendation to Establish Pre-Trial Release Program/ Electronic Monitoring Program as a Priority in the Fiscal Year 2004 Budget

74-75

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2) Items to be Presented to the Board:

- a) General Report
- b) Other

F. Land Use and Development – Chairman Gordon

1) Items to be Presented to the Board:

- a) Request by Frank Koe for Approval of Preliminary Subdivision Plan for 355 Lots in the Franklin Heights Subdivision, File S-03-02
- b) Request by Peggy and Dallas Kaufman to waive the \$550 Special Use Permit Fee in case 03-27-S
- c) Request by Dan and Janelle Flansch for Waiver of Preliminary Plan Requirements - Two Lot Final Subdivision Plat for the Flansch Subdivision, File S-03-06
- d) Request by Todd Reinhardt to vacate a utility Easement on the southwesterly 5 feet on Lot 9 and northeasterly 5 feet of Lot 10 on the Don Owen Commercial Subdivision, File No. S-03-04
- e) General Report
- f) Other

G. Report of the County Administrator

1) Items to be Presented for Committee Action:

- a) EXECUTIVE SESSION: Annual Performance Evaluation of the County Administrator

2) Items to be Presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval to  
Renew Long Distance & Calling Card Services**

To the Honorable Members of the Executive Committee:

Our current long distance contract with Sprint expires in June.

Information Services and the McLean County Auditor jointly recommend awarding a 3 year contract renewal to Sprint. A 3 year renewal offers more competitive rates than a one year renewal. We also found that during the last year the effort of switching long distance carriers was a significant one, but one which has yielded greater accountability thanks to the work of the Auditor's office.

For seven consecutive years, Sprint has had the lowest number of FCC reportable outages for long distance carriers. Sprint provides software (Foneview) which allows the Auditor's office to receive billing via CD, and sort/filter by various criteria.

Rates are as follows:

Dedicated voice.....	\$0.0401
Dedicated SDS (Switched Digital Services).....	\$0.0791
FONCard.....	\$0.1339
Switched Voice.....	\$0.0625
Switched SDS.....	\$0.1162

I'll be happy to answer any questions you may have to the best of my ability.

Respectfully submitted,

Craig Nelson  
Director, Information Services.



McLean County Government enters into an agreement with Sprint Corporation for the following promotion(s).

Interstate-80 (with Toll-Free Waiver)

Dedicated Voice	\$0.0401
Dedicated SDS	\$0.0791
FONCard	\$0.1339

Switched Voice	\$0.0625
Switched SDS	\$0.1162

Intrastate 20 Discount

In addition to the terms and conditions in the attached product specific enrollment forms attached hereto, terms and conditions in the applicable Sprint Schedule, Tariff or Standard Terms and Conditions apply to this Agreement. Capitalized terms not defined in this Agreement are defined the Sprint Schedules. The rates, charges and Discounts specified on the attached enrollment forms supersede any promotions or discounts that are available under Sprint's tariffs or schedules. Rates, charges and Discounts for call types, Service elements, features, and Services not in this Agreement are in the applicable Sprint Base Service Tariff, Sprint schedules, or public price list.

Fixed rates will remain fixed for the Term. Percentage Discounts will remain fixed for the Term, but Sprint may modify the underlying tariff or schedule rate (or list price for non-tariffed Services) against which Sprint applies Discounts.

Sprint may impose additional charges on Customer to recover amounts Sprint is required by regulatory or other governmental authorities to collect on behalf of or pay to others in support of statutory or regulatory programs, plus associated administrative costs. Examples of these programs include, but are not limited to, the Universal Service Fund, the Presubscribed Interexchange Carrier Charge, International Mobile Charges and compensation to payphone service providers for use of their payphones to access Sprint's service.

Certain Service elements may require an Order term of 1, 2, or 3 years. Individual Order terms may extend beyond the Term of this Agreement. For each Service element that requires an Order term and is installed before the end of the Term, Customer will receive the applicable pricing in this Agreement until the end of the individual Order term for that Service element. Failure to maintain the Service for the required Order Term will result in early termination liability.

This offer is coterminous with, and will expire upon the conclusion of, the underlying Sprint Service Agreement. In the event rates change in the Sprint Schedules, additional sites purchased under this agreement will be purchased under the then current Sprint Schedule rates. Even if Customer's Sales Agreement automatically renews, this offer and the rates and charges herein will not renew.

#### CUSTOMER

Customer Signature

McLean County Government

Name

104 West Front Street

Address

Bloomington, IL 61701

City, State, Zip Code

Date

#### SPRINT COMMUNICATIONS COMPANY L.P.

Sprint Sales Representative Signature

John Serritella

Name

5600 N. River Road

Address

Rosemont, IL 60018

City, State, Zip Code

6-2-2003

Date

\* Additional restrictions apply. All pricing and other terms and conditions are governed by the applicable Sprint tariff, as it may be amended. The promotions are only available at Customer's associated locations. The promotions may be used only by Sprint Business customers for commercial use. Any alteration to this form requires the approval of a Sprint officer.





## Interstate 60 Competitive Response for Sprint Voice Solutions

### Customer

Customer Signature

Customer Name

**104 West Front Street**

Address

**Bloomington, IL 61701**

City, State, Zip Code

Date

### Sprint Communications Company L.P.

Sprint Sales Representative Signature

**John Serritella**

Name

**5600 N. River Road**

Address

**Rosemont, IL 60018**

City, State, Zip Code

**June 2, 2003**

Date

\*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint Schedules, available at [www.sprintbiz.com](http://www.sprintbiz.com). Intrastate services are governed by the applicable state tariff. If Sprint withdraws any applicable tariff, the tariff terms and conditions in effect at the time of withdrawal will continue to apply, but Sprint may modify any tariff or list price that is not fixed by this agreement. As described in the Sprint Schedules, Sprint may adjust its rates and charges or impose additional rates or surcharges on Customer to recover (1) amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf or to pay to others in support of statutory or regulatory programs, (2) amounts Sprint is charged for terminating or originating a call to wireless carriers, (3) amounts Sprint is charged for delivering calls to or accepting calls from carriers that charge access rates higher than the incumbent wireline access carriers, or (4) Sprint is charged for delivering calls to or accepting calls from carriers that impose new or additional charges after execution of this Agreement, plus amounts to recover the administrative costs associated with such charges or programs. This promotion is not combinable with any other credit or discount that may be applied against Sprint Voice Solutions service usage charges, except Affinity discounts, excluding discounts on access, installation or surcharges. Only available at Customer's associated locations. Interstate rates apply to all calls originating in the continental U.S., Hawaii, Puerto Rico, Alaska, Guam, the U.S. Virgin Islands and CNMI. This promotion may be used only by Sprint Business customers for commercial use. This promotion is contemporaneous with, and will expire upon the conclusion of, the initial term of Customer's Sprint Voice Solutions Plan Sales Agreement. Even if Customer's Voice Solutions Plan Sales Agreement automatically renews, this promotion and the rates and charges herein will not renew. Any alteration to this form requires the approval of a Sprint officer.

In compliance with the obligations imposed by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by 47 CFR 64.1106. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this Agreement will terminate immediately and subject Customer to the liability imposed for termination by Sprint for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

As Sprint provides Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, amount of Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information or CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. In order to serve Customer in the most effective and efficient manner, Customer agrees that Sprint may use or share CPNI with other Sprint Affiliates for purposes of determining and offering other Sprint products and services that may interest Customer. Customer permission to use CPNI for this purpose is valid until revoked. However, if at any time Customer so desires, Sprint will not use CPNI to offer products and services that are unrelated to the Services Customer currently receives from Sprint. If Customer would prefer that Sprint not use CPNI for this purpose, please call 1-888-212-2146 (for TTY users who are deaf or hard of hearing, dial 1-800-877-8873 to contact a TTY operator).



# Intrastate 20 Discount

- Promotion Product** Sprint Voice Solutions Intrastate and Sprint Voice VPN Solutions Intrastate
- Promotion Expiration** September 30, 2003
- Promotion Duration** Customer will receive the benefits of this promotion for the initial term of its Sprint Voice Solutions or Sprint Voice VPN Solutions Service term agreement.
- Promotion Activation** Customer's initial switched locations must be activated by October 31, 2003.  
Customer's initial dedicated locations must be activated by December 31, 2003.
- Promotion Eligibility** (a) New Customers must sign a 1-, 2- or 3-year term agreement for Sprint Voice Solutions or Sprint Voice VPN Solutions with a minimum annual commitment level of at least \$12,000; or  
(b) Existing Customers may enroll if they sign a new Sprint Voice Solutions or Sprint Voice VPN Solutions sales agreement with a term commitment equal to or greater than the previous term plan commitment.
- Promotion Elements\*** Customer will receive a 20 percent discount on its Sprint Voice Solutions or Sprint Voice VPN Solutions interLATA and intraLATA service usage.

CUSTOMER

Customer Signature

Name

Address

City, State, Zip Code

Date

SPRINT COMMUNICATIONS COMPANY L.P.

Sprint Sales Representative Signature

Name

Address

City, State, Zip Code

Date

\*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint Schedules, available at [www.Sprintbiz.com](http://www.Sprintbiz.com). Intrastate services are governed by the applicable state tariff. If Sprint withdraws any applicable tariff, the tariff terms and conditions in effect at the time of withdrawal will continue to apply, but Sprint may modify any tariff or list price that is not fixed by this agreement. As described in the Sprint Schedules, Sprint may adjust its rates and charges or impose additional rates or surcharges on Customer to recover (1) amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf or to pay to others in support of statutory or regulatory programs, (2) amounts Sprint is charged for terminating or originating a call to wireless carriers, (3) amounts Sprint is charged for delivering calls to or accepting calls from carriers that charge access rates higher than the incumbent wireline access carriers, or (4) Sprint is charged for delivering calls to or accepting calls from carriers that impose new or additional charges after execution of this Agreement, plus amounts to recover the administrative costs associated with such charges or programs. This promotion is not combinable with any other credit or discount that may be applied against Sprint Voice Solutions or Sprint Voice VPN Solutions service usage charges, except Affinity discounts, excluding discounts on access, installation or surcharges. Only available at Customer's associated locations. Interstate rates apply to all calls originating in the continental U.S., Hawaii, Puerto Rico, Alaska, Guam, the U.S. Virgin Islands and CNMI. This promotion may be used only by Sprint Business customers for commercial use. This promotion is coterminous with, and will expire upon the conclusion of, the initial term of Customer's Sprint Voice Solutions or Sprint Voice VPN Solutions Sales Agreement. Even if Customer's Voice Solutions or Sprint Voice VPN Solutions Sales Agreement automatically renews, this promotion and the rates and charges herein will not renew. Any alteration to this form requires the approval of a Sprint officer.

In compliance with the obligations imposed by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this Agreement will terminate immediately and subject Customer to the liability imposed for termination by Sprint for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

As Sprint provides Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, amount of Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information or CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. In order to serve Customer in the most effective and efficient manner, Customer agrees that Sprint may use or share CPNI with other Sprint Affiliates for purposes of determining and offering other Sprint products and services that may interest Customer. Customer permission to use CPNI for this purpose is valid until revoked. However, if at any time Customer so desires, Sprint will not use CPNI to offer products and services that are unrelated to the Services Customer currently receives from Sprint. If Customer would prefer that Sprint not use CPNI for this purpose, please call 1-888-212-2145 (for TTY users who are deaf or hard of hearing, dial 1-800-877-8973 to contact a TTY operator).

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## Rate Cap Clause Contract Addendum For Sprint Voice Solutions<sup>SM</sup> Customers

### 1. Term

This contract addendum expires upon the expiration of the initial term of Customer's Sprint Voice Solutions Term Plans.

### 2. Offer Duration

This contract addendum is available upon commencement of the Term for new Customers or existing Customers executing renewals or extensions of a Sprint Voice Solutions Term Plan. Customer may add any of its associated locations which shall be eligible to receive this offer for a period that is coterminous with the Customer's Sprint Voice Solutions Sales Agreement.

### 3. Conditions

Sprint will cap the current Sprint Voice Solutions Interstate, switched and dedicated outbound, and inbound service usage base rates for the length of the initial term of Customer's term agreement. These rates will be exempt from any rate increase(s) during the initial term of the agreement. If Sprint Voice Solutions interstate rates decrease, Customer will be eligible to receive the lower rate(s). Any rate decreases will take effect within 15 days of the rate change and will be reflected on the first bill following the effective date.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Sprint Sales Representative Signature  \_\_\_\_\_ Date 6-2-2003

\*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint Schedules, available at [www.Sprintbiz.com](http://www.Sprintbiz.com). Intrastate services are governed by the applicable state tariff. If Sprint withdraws any applicable tariff, the tariff terms and conditions in effect at the time of withdrawal will continue to apply, but Sprint may modify any tariff or list price that is not fixed by this agreement. As described in the Sprint Schedules, Sprint may adjust its rates and charges or impose additional rates or surcharges on Customer to recover (1) amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf or to pay to others in support of statutory or regulatory programs, (2) amounts Sprint is charged for terminating or originating a call to wireless carriers, (3) amounts Sprint is charged for delivering calls to or accepting calls from carriers that charge access rates higher than the incumbent wireline access carriers, or (4) Sprint is charged for delivering calls to or accepting calls from carriers that impose new or additional charges after execution of this Agreement, plus amounts to recover the administrative costs associated with such charges or programs. Not available in combination with any custom pricing.

In compliance with the obligations imposed by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this Agreement will terminate immediately and subject Customer to the liability imposed for termination by Sprint for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

As Sprint provides Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, amount of Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information or CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. In order to serve Customer in the most effective and efficient manner, Customer agrees that Sprint may use or share CPNI with other Sprint Affiliates for purposes of determining and offering other Sprint products and services that may interest Customer. Customer permission to use CPNI for this purpose is valid until revoked. However, if at any time Customer so desires, Sprint will not use CPNI to offer products and services that are unrelated to the Services Customer currently receives from Sprint. If Customer would prefer that Sprint not use CPNI for this purpose, please call 1-888-212-2145 (for TTY users who are deaf or hard of hearing, dial 1-800-877-8973 to contact a TTY operator).

\*\*Any required notice must be sent to: (1) 6450 Sprint Parkway, Overland Park, Kansas 66251 (Attn: Law Dept./Marketing and Sales).

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**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Information Services Status Report  
June 10, 2003**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Please find below a summary of Information Services activities since my last report in January of 2003.

**General Administration:**

Attended 2<sup>nd</sup> Digital Advisory Conference in Springfield

Renewed long distance contract with Sprint

Continued working on RFP for new Property Tax System

Continued coordination of multi-departmental Crystal Reports training classes

Worked on finding phone lead for Govt Ctr project.

Worked on cable & hardware needs for Govt Ctr.

Worked on IJIS contract possibilities

**Hardware/Network**

Formal planning for Windows 2000 Upgrade and testing

**Programming/Database/Web**

Awaiting latest results of testing ADR for Circuit Clerk's office

Developing public access by web for Circuit Clerk's system and dockets.

Added Mobile home lookup to parcel lookup on the web.

Respectfully submitted,

Craig Nelson

Director of McLean County Information Services

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, County Board Department 0001,  
McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085; and,

WHEREAS, pursuant to the lease agreements approved between the tenants in the McBarnes Building and McLean County (the "County"), the County is solely responsible for the general maintenance and repair of all installed building mechanical systems, including heating, ventilation and air conditioning; and,

WHEREAS, on December 5, 2002, Facilities Management staff discovered that one of the six main steam cells in the Weil-McLain Model 694 Steam Boiler had ruptured, thereby rendering the boiler partially operable and necessitating an emergency replacement of the boiler; and,

WHEREAS, Facilities Management staff developed a plan to purchase and replace the boiler with a new Weil-McLain Model 694 Steam Boiler and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

WHEREAS, pursuant to the provisions of the County's emergency purchase policy, the County Auditor's Office issued an emergency purchase order for the purchase of a replacement boiler; and,

WHEREAS, the new replacement boiler was successfully installed by Facilities Management staff over the weekend of January 17, 2003 through January 20, 2003; and,

WHEREAS, the County Board, at its regular meeting on Tuesday, February 18, 2003, approved an Ordinance reappropriating open fiscal year 2002 purchase orders to the fiscal year 2003 adopted budget; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 5, 2003 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$1964.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001			
0001-0001-0001-0400.0000			
Unappropriated Fund Balance	\$0.00	\$1964.00	\$1964.00
McBarnes Building Capital Lease Fund 0350			
0350-0085-0091-0450.0011			
Transfer from Other Funds	\$0.00	\$1964.00	\$1964.00

(2)

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085, the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0999.0001 Interfund Transfer	\$0.00	\$1964.00	\$1964.00
McBarnes Building Capital Lease Fund 0350 McBarnes Building Department 0085 0350-0085-0091-0801.0001 Capital Improvements:	\$5000.00	\$1964.00	\$6964.00

- (3) That any previous Emergency Appropriation Ordinance approved for this purpose shall hereby be declared null and void as of the effective date of the adoption of this Ordinance.
- (4) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 17th day of June, 2003.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

## **Agreement By and Between The County of McLean and The Bloomington Municipal Credit Union**

The County of McLean, a body corporate and politic, and the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois, hereby enter into an agreement to provide a customer convenience banking site, to be located in the lobby of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois, commencing on or about July 1, 2003.

In consideration of the mutual covenants and promises between the County of McLean and, the Bloomington Municipal Credit Union, set forth herein:

Now, therefore, it is expressly agreed as follows:

1. Bloomington Municipal Credit Union agrees to provide a customer convenience-banking site in the teller office of the lobby of the Law & Justice Center, entirely at Bloomington Municipal Credit Union expense. Bloomington Municipal Credit Union representatives shall staff the Customer convenience site on Mondays and Thursdays from 10:00 a.m. to 2:00 p.m.
2. Operations at this customer convenience site shall be limited to basic banking services, including but not limited to, customer deposits, check cashing, loan processing, membership applications, and such other services as mutually agreed upon by the County of McLean and Bloomington Municipal Credit Union.
3. Services shall be limited to Bloomington Municipal Credit Union members only, and not offered to the general public.
4. Bloomington Municipal Credit Union shall not operate this customer convenience site at times when doing so will be inconvenient to the County of McLean Treasurer or any other County of McLean office.
5. Bloomington Municipal Credit Union shall not alter premises or disturb equipment or installed fixtures in any way.
6. Bloomington Municipal Credit Union shall be permitted to place temporary signs and brochures in the teller office area, subject to County of McLean approval.
7. Bloomington Municipal Credit Union shall indemnify and hold harmless The County of McLean, its officers employees and agents from any and all liability, and provide proof of insurance and shall name the County of McLean as an additional insured.

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8. The County of McLean shall not provide security services, alarm systems, armed or unarmed guards, nor accept any responsibility or liability for losses, damages, or injuries affecting Bloomington Municipal Credit Union employees, customers, or property.
9. The parties hereto mutually agree that this agreement can be cancelled at any time and for any reason by either party. Written termination notice shall be sent by certified mail and signed by an authorized representative.
10. The parties acknowledge that this agreement is a license, revocable, at will and without cause by the County of McLean. This agreement is not a lease. The Bloomington Municipal Credit Union obtains no right or claim to use County of McLean property to conduct business.
11. Amendments to this agreement may be made by mutual consent by the parties
12. The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this operating agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 17<sup>th</sup> day of June 2003.

APPROVED:

Bloomington Municipal Credit Union

By: \_\_\_\_\_  
Chief Executive Officer

APPROVED:

County of McLean

By: \_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
The McLean County Board



Date: 05/28/2003

**ADDITIONAL INSURED ENDORSEMENT  
(PREMISES YOU LEASE)**

**Designation of Premises  
(Part You Lease)**

104 W. FRONT  
BLOOMINGTON, IL 61701

**Name of Person or Organization  
(Additional Insured)**

MCLEAN COUNTY LAW & JUSTICE CENTER  
104 W. FRONT  
BLOOMINGTON, IL 61701

The following is added to the WHO IS AN INSURED provision of the Business Liability Coverage:

0. The person or organization shown above is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to you, and subject to the following additional Exclusions:

The insurance does not apply:

- a. To any "occurrence" which takes place after you cease to be a tenant in said premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

Office Space Located on the 4th Floor of  
200 West Front Street, Bloomington, Illinois  
For the Child Support Enforcement Division

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## **Lease Agreement**

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on July 1, 2003, and terminate on November 30, 2003.
2. **Rent.**
  - a. Rent shall be or \$14,463.75 for 4,588 s.f. of office space, payable in five equal monthly installments of \$2,892.75.
  - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
  - c. All rent payments shall be mailed to the below address:

**McLean County Treasurer**  
**P.O. Box 2400**  
**Bloomington, Illinois 61702-2400**
  - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. CSED agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

**e. Waiver of Subrogation Rights Under Insurance Policies.**

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.

**Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be



conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. **Hazardous Material.**

a. **Prohibition.** CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

- 15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
- 16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
18. Assignment and Subletting. CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. Default. If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.

Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

Page eight

be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.

22. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

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If to COUNTY:

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney  
Child Support Enforcement Division  
200 W. Front Street, 4th Floor  
Bloomington, Illinois 61701

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

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administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of June, 2003.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

By: \_\_\_\_\_  
William A. Yoder, McLean  
County States Attorney

By: \_\_\_\_\_  
Michael F. Sweeney, Chairman  
of the McLean County Board

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Peggy Ann Milton, Clerk of  
the McLean County Board

**WILLIAM A. YODER**

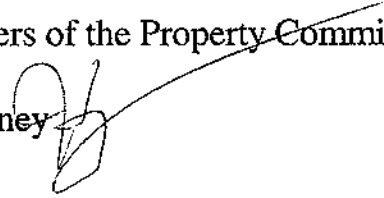
**McLean County State's Attorney**

**R. Brian Hug**  
Assistant State's Attorney

Law and Justice Center  
104 W. Front Street, Room 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400  
(309) 888-5110

**MEMORANDUM**

To : The Honorable Chairman and Members of the Property Committee

From : R. Brian Hug, Assistant State's Attorney 

Re : Surplus Property

Date : June 2, 2003

Pursuant to the Property Committee's request and a number of questions raised by County Board Members I have done a review of the law for your assistance in making decisions regarding surplus County property.

A county holds property in trust for the benefit of the inhabitants of the County. The County is bound to administer such property faithfully, honestly and justly, and is guilty of a breach of trust by disposing of its valuable property without any, or a nominal, consideration. County property cannot be arbitrarily or capriciously disposed of, it must be sold for the most that it will bring in the market. There are no statutory provisions authorizing the County to make a gift or donation of county real property or the rental value of such property. The renting of County property for a nominal consideration would be tantamount to a gift of the rental value of such property. 1974 A.G. Opinion No. S-691.

The County has followed a consistent practice of declaring property surplus property prior to selling. While the Municipal code requires towns and cities to have property appraised prior to sale there is no such requirement of counties. While open bidding is not required it is consistent with the county's obligation to obtain the highest price for the property. The property must be exposed to the market in a way that is designed to ensure that the County obtains full value for the property.

July 26, 2001

RECEIVED

Remodeling of the the McBarnes Building, 201 E. Grove, Bloomington, IL.

JUL 26 2001

Submitted by Gene Asbury, Young Architects *GA*

Facilities Mgt. Div.

The following is an updated preliminary cost opinion for remodeling of the 3rd floor space and access to it for office or other use, including code mandated items. The following costs include creating a new elevator shaft and installing a new accessible size elevator, providing a lowered acoustic tile ceiling and all new flourescent lighting and ductwork in the large center room of the 3rd floor. Also included are new air conditioning equipment, and new fixtures and partitions in the existing restrooms on that floor plus enlargement and replacement of the existing restroom doors to required accessible size.

Not included in this writing are new carpeting and painting of the walls. It is assumed those items would be handled either by, or at the time of leasing by a tenant. Air conditioning costs are for equipment only and it is assumed that all labor for that equipment will be performed by County staff.

Also it is assumed that the existing elevator will be left as is and in operable condition.

Third floor remodeling.

- |    |  |           |
|----|--|-----------|
| 1. | New ceiling in the large center room-----        | \$ 10,000 |
| 2. | New flourescent lighting-----                    | 12,500    |
| 3. | New air conditioning equipment-----              | 15000     |
| 4. | New ductwork and grilles in the center room----- | 8000      |

Code mandated items

- |    |  |               |
|----|--|---------------|
| 1. | New Elevator (price from ThyssenKrupp Elevator Co)-----  | 42,000        |
| 2. | New elevator shaft including demolition through floors, foundations, pit, and structural work----- | 94,000        |
| 3. | Restroom remoldeling-----  | <u>20,000</u> |

Sub total----- \$201,500



Carried over from first page-----	\$201,500
General Conditions and contractor fees at 20%-----	40,300
Architectural and engineering fees at 7.5%-----	18,135
Contingency at 5%-----	<u>12,090</u>
Total-----	\$272,025

We hope this is of help and suggest budgeting an even \$273,000



## Illinois Department of Public Aid

201 South Grand Avenue East  
Springfield, Illinois 62763-0001

Rod R. Blagojevich, Governor  
Barry S. Maram, Director

Telephone: (217) 782-1200  
TTY: (800) 526-5812

May 14, 2003

McLean County Nursing Home  
901 N Main  
Normal, Illinois 61761

Dear Sir:

Enclosed is the final version of the intergovernmental transfer agreement for county owned or operated nursing facility reimbursement. We have reviewed numerous comments from county officers, legal staff, and the nursing facilities themselves. All comments were reviewed by a draft agreement committee convened for that purpose. The Department received many excellent suggestions and most of those suggestions have been incorporated into the enclosed agreement. We were not able to incorporate all of the suggestions because some were conflicting and some were contrary to public policy. We thank you for your comments and your patience.

This has been a long process and we would like to have the agreements executed as soon as possible, before the end of this fiscal year. In order to be eligible to enter into this agreement, you must sign and return each of the four enclosed originals no later than June 30, 2003. The information on the procedures for transacting the electronic fund transfers will be provided in a separate mailing.

Please return signed agreements to:

John F. Kauffman  
Illinois Department of Public Aid  
Medical Division  
201 South Grand East, 2<sup>nd</sup> floor  
Springfield Illinois, 62763

Sincerely,

*F.N. Kopel*

F. N. Kopel, Chief

Bureau of Program and Reimbursement Analysis

Enclosures

cc: File

STATE OF ILLINOIS

County Nursing Facility Alternate Reimbursement  
Intergovernmental Agreement  
between the  
Illinois Department of Public Aid  
and  
McLean County

The State of Illinois, acting by and through the Illinois Department of Public Aid, (hereinafter referred to as "Department"), 201 South Grand Avenue East, Springfield, Illinois 62763-0001, and McLean County Nursing, McLean County, located at 901 N. Main, Normal, IL 61761, (hereinafter referred to as "County"), hereby enter into the following Agreement ("Agreement"), effective October 1, 2002.

Whereas, the Department is authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/3 and 220/5, to enter into agreements with other public agencies to perform any governmental service, activity, or undertaking; and

Whereas, Section 12-4.7 of Article XII of the Public Aid Code authorizes the Department to make use of, aid, and cooperate with local government entities which includes entering into agreements to make intergovernmental transfer payments to the Department; and

Whereas, the Department requires an intergovernmental agreement with the County in order for the county owned or operated nursing facilities to be eligible for the alternate reimbursement methodology as set forth in the Department administrative rules;

Now Therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

Article I. Alternate Reimbursement Methodology

- 1.1 Effective for services provided on or after October 1, 2002, nursing facilities owned or operated by the County shall be reimbursed under the alternate reimbursement methodology for certain nursing facilities as specified in the Department administrative rules 140.530(e) and 140.860 (89 Il. Adm. Code 140.530(e), and 140.860), the provider agreement with the facility, and this Agreement.

## Article 2. Department Responsibilities.

- 2.1. The Department shall reimburse the nursing facility owned or operated by the County in accordance with the provisions of the applicable Department rules in the Illinois Administrative Code, the provider agreement with the facility, and this Agreement.
- 2.2. In conjunction with each payment to which this Agreement applies, the Department shall provide to the County a notification specifying the amount of the financial transfer that must be made to the Department in order to be in compliance with this Agreement. The amount of the financial transfer from the County to the Department is 90 percent of the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and the amount that would have been paid to the nursing facility by the Department absent this Agreement.

## Article 3. County Responsibilities.

- 3.1. The County shall insure that the nursing facility maintains certification in the Illinois Medicaid program and is in compliance with all applicable State and federal requirements.
- 3.2. Effective with payments from the Department for services provided on or after October 1, 2002, the County shall make a financial transfer to the Department, in the amount specified by the Department in its notification to the County. The financial transfer, via electronic funds transfer, shall be made within three (3) business days, as defined herein, after receipt of the notification and shall be deposited into the Long-Term Care Provider Fund.
- 3.3. The County warrants that the person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the County to all terms and conditions hereunder.

## Article 4. Term and Scope of Agreement.

- 4.1. Term of Agreement. The effective date of this Agreement shall be October 1, 2002, and shall continue in full force and effect for a period of time that equals the term of office of the administering County official that first executes the agreement. Thereafter, this Agreement shall automatically renew for an additional period of time that equals the term of office of each successor administering County official, unless the Agreement is terminated in accordance with one of the terms of article VI.
- 4.2. Entirety of Agreement. The terms and conditions of this Agreement along with the applicable Department administrative rules and any other documents expressly incorporated herein shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the

parties, and there exist no other Agreements or understandings, oral or otherwise between the parties, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## Article 5. Rules of Construction.

5.1. Applicable Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- H. Words in the plural which should be singular by context shall be so read, and vice versa.

## Article 6. Termination.

6.1. Availability of Funds. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the County notice of such termination for

funding as soon as practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.

- 6.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of either party upon thirty (30) days' written notice to the other party.
- 6.3. Termination For Cause. In the event of a party's failure to comply with a term of this Agreement, the other party will notify the non-complying party of the breach. If such breach is not cured to the notifying party's satisfaction within thirty (30) days after such notice, the notifying party may proceed to termination by serving a notice of termination upon the non-complying party, which shall immediately terminate this Agreement.
- 6.4. Notice of Change in Circumstances. In the event either party becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on its ability to perform under this Agreement, it will notify the other party in writing as soon as practicable.
- 6.5. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 6.6. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation; provided, that either party, at its own option, may terminate the Agreement as provided herein.
- 6.7. Other Termination Rights.- This Agreement may be terminated immediately by either party in the event of the following:
  - A. Material misrepresentation or falsification of any information provided in the course of dealings between the parties.
  - B. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

#### **Article 7. Agreement Management and Notices.**

- 7.1. Agreement Management. The Department shall designate an Agreement Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to

this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting the County's counsel.

- 7.2. Notices. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below.

All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To County:

\_\_\_\_\_

\_\_\_\_\_, County Manager

Telephone

\_\_\_\_\_

Telefacsimile

\_\_\_\_\_

To Department:

Illinois Department of Public Aid, BLTC  
201 South Grand Ave.E, Spfld, IL 62763

Mr. Bill Dart

\_\_\_\_\_, Agreement Manager

Telephone

217-782-0545

Telefacsimile

217-524-7114

## Article 8. General Terms.

- 8.1. Agreement to Obey All Laws. The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of federal, state, county and local governmental agencies which in any manner affect the terms of this Agreement.

8.2. Amendments and Change Orders. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the other party unless approved in writing by an authorized representative of that party.

8.3. Amendments Necessary for Statutory or Regulatory Compliance. The County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, either party may terminate this Agreement.

8.4. Assignment and Subcontracting. Assignment, subcontracting, sale, or transfer of all or part of the interests of the County in fulfilling the obligations created by this Agreement is prohibited without prior written consent of the Department.

A. In the event the Department gives consent to the County to assign, subcontract or transfer all or part of the interests of the County in fulfilling the obligations created by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the County is hereby bound and obligated.

B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to the County, including, but not limited to, certifications and disclosures contained in this Agreement.

C. After notice to the County, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.

8.5. Audits and Records.

A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the Medicaid Fraud Control Unit of the Illinois State Police, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business



hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the overpayment(s) exceed the amount otherwise due to the County, the County shall immediately refund all amounts which may be due to the Department.

- B. Retention of Records. The County shall maintain all business, professional, and other records in accordance with applicable State law, 45 CFR Part 74, 45 CFR Part 160, and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

8.6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

8.7. Confidentiality.

- A. Proprietary Information. Performance of the Agreement may require the County to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State vendor or provider, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by the County from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of

information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such confidential information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

- B. Confidentiality of Program Recipient Identification. The County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the County and the County's employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26) and 42 CFR Part 431, Subpart F.

- 8.8. Dispute Resolution. In the event that the Department and the County have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies and that interpretation, if received, will be adopted by the Department and the County.
- 8.9. Disputes Between the County and Other Parties. Any dispute between the County and any subcontractor, shall be solely between such subcontractor and the County, and the Department shall be held harmless by the County.
- 8.10. Disputes Over Reimbursement. The Department and the County may meet or confer informally regarding any dispute over reimbursement calculations or amounts. However, no formal arbitration or formal appeal procedure is available to resolve any such dispute.
- 8.11. Fraud and Abuse. The County shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Medical Assistance Program, or suspected misconduct of Department employees, as soon as the County learns of the suspected fraud and abuse or misconduct. The County shall not conduct any investigation of the suspected fraud and abuse or misconduct without first contacting the OIG. The County shall cooperate with the OIG in all investigations of suspected fraud and abuse or Department employee misconduct, and the OIG shall be the lead agency in any such investigation.

- 8.12. Gifts. For purposes of this Agreement, both parties agree to comply with the requirements of the State Gift Ban Act (5 ILCS 425/1 et seq.).
- 8.13. Media Relations and Public Information. Subject to any disclosure obligations of the County under applicable law, rule or regulation, news releases pertaining to the Medical Programs administered by the Department as they relate to this Agreement shall only be made with prior approval by, and in coordination with, the Department. The County shall not disseminate any publication, presentation, technical paper, or other information related to the policies and procedures of the Department in its administration of the Medical Programs unless the Department has previously approved such dissemination in writing.
- 8.14. Nondiscrimination. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. The County and the County's principals, employees and subcontractors shall abide by all applicable Federal and State laws, regulations and orders which prohibit unlawful discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The County further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 8.15. Non-solicitation of Employees. The County shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the County solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The County shall not knowingly employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.
- 8.16. Severability In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 8.17. Sexual Harassment. The County shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

8.18. Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.19 Offset and Stop Pay The County shall not stop pay on any transfer to the State and the County shall not offset from the transfer any amounts owed by the Department.

## Article 9. County Certifications.

By signing this Agreement, the County makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon the County's failure to maintain these certifications and warranties.

- 9.1. Bid Rigging, Bid Rotating and Inducement. The County is not barred from being awarded an Agreement or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. The County has not paid any money or other valuable thing to any person or entity to induce that person or entity not to bid on a State Agreement or to recompense that person or entity for not having bid on a State Agreement. The County will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, grantees or employees of the State.
- 9.2. Bribery. The County is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
- 9.3. Business Enterprise for Minorities, Females and Persons with Disabilities. The County is familiar with the provisions of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq., and has completed Attachment A.
- 9.4. Clean Air Act and Clean Water Act. The County is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
- 9.5. Conflict of Interest. The County is not prohibited from Contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County and the County's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and the County shall not knowingly employ any person having such an interest in connection with the County's performance under the Agreement. The County shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

- 9.6. Development Work. Neither the County, nor the County's principals, employees and subcontractors, nor any person with whom the County has, or is negotiating, an agreement for such person's future employment, has performed any work for which there was payment by the Department that directly relates to the development of this Agreement.
- 9.7. Drug Free Workplace. The County is in compliance with the requirements of 30 ILCS 580, and has completed Attachment B.
- 9.8. Federal Taxpayer Identification Number and Legal Status Disclosure. The County has completed Attachment C and certifies, under penalties of perjury, that the information contained thereon is correct.
- 9.9. Licenses and Certificates. The County, and the County's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing.
- 9.10. Lobbying.
- A. The County certifies to the best of the County's knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal loan or grant, or the entering into of any cooperative Agreement, or the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative Agreement.
  - B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative Agreement, the County shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the County's request from the Department's Bureau of Fiscal Operations.
  - C. The County shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

- D. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 9.11. New Hire Reporting and Electronic Funds Transfer of Child Support Payments. The County shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28/35.
- 9.12. Nonparticipation in International Boycott. Neither the County nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 9.13. Nonpayment of Dues or Fees. The County neither pays dues or fees on behalf of the County's employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates and, therefore, the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 et seq.
- 9.14. Nonsolicitation of Agreement. The County has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the County such commission, percentage, brokerage fee, gift or contingent fee.
- 9.15. Prevailing Wages. The County shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.
- 9.16. Revolving Door. The County is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.
- 9.17. Year 2000 Compliance. The County warrants that services shall be conducted to ensure Year 2000 compliance. Any equipment, hardware, software, or firmware and any system of same provided, used, delivered or developed under this Agreement, including any modifications, enhancements, updates and fixes provided or recommended by the

County, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the documentation provided to the County.

In Witness Whereof, the Department and the County have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

County

Illinois Department of Public Aid

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board, County of  
McLean

Attachment A  
BEP CONTRACTING GOAL

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575/1) establishes a goal that not less than 12% of the total dollar amount of State Agreements be awarded to businesses owned and controlled by persons who are minority, female or who have disabilities (the percentages are 5%/5%/2% respectively) and have been certified as such ("BEPs"). This goal can be met by Agreements let directly to such businesses by the State, or indirectly by the State's Contractor ordering goods or services from BEPs when suppliers or subcontractors are needed to fulfill the Agreement. Call the Business Enterprise Program at 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired) for a list of certified businesses appropriate for the particular Agreement.

1. If you are a BEP, please identify which agency certified the business and in what capacity by checking the applicable blanks:

Certifying Agency:

☐ Department of Central Management Services  
☐ Women's Business Development Center  
☐ Chicago Minority Business Development Council  
☐ Illinois Department of Transportation  
☐ Other (identify) \_\_\_\_\_

Capacity:

☐ Minority  
☐ Female  
☐ Disadvantaged  
☐ Person with Disability

2. If the "Capacity" blank is not checked, do you have a written policy or goal regarding Contracting with BEPs? Yes \_\_\_\_\_ No \_\_\_\_\_

a. If "yes", please attach a copy.

b. If "no", will you make a commitment to contact BEPs and consider their proposals? Yes \_\_\_\_\_ No \_\_\_\_\_

3. Do you plan on ordering supplies or services in furtherance of this project from BEPs? Yes \_\_\_\_\_ No \_\_\_\_\_

a. If "yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEPs you plan to use.

This information is submitted on behalf of [County].

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment B  
STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION



The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- ☐ This business or corporation does not have twenty-five (25) or more employees.
- ☐ This business or corporation has twenty-five (25) or more employees, and the County certifies and agrees that it will provide a drug free workplace by:
  - A) Publishing a statement:
    - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the County's or County's workplace.
    - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
      - a) abide by the terms of the statement; and
      - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - B) Establishing a drug free awareness program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the County's policy of maintaining a drug free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) the penalties that may be imposed upon an employee for drug violations.
  - C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Agreement or grant and to post the statement in a prominent place in the workplace.
  - D) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.

- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS  
AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF [County]

Signature of Authorized Representative

Requisition/Agreement/GrantID Number\_\_\_\_\_

Printed Name and Title\_\_\_\_\_

Date:\_\_\_\_\_

Attachment B  
STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- ☐ This business or corporation does not have twenty-five (25) or more employees.
- ☐ This business or corporation has twenty-five (25) or more employees, and the County certifies and agrees that it will provide a drug free workplace by:
  - A) Publishing a statement:
    - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the County's or County's workplace.
    - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
      - a) abide by the terms of the statement; and
      - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - B) Establishing a drug free awareness program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the County's policy of maintaining a drug free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) the penalties that may be imposed upon an employee for drug violations.
  - C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Agreement or grant and to post the statement in a prominent place in the workplace.
  - D) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.

- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF [County]

Signature of Authorized Representative      Requisition/Agreement/GrantID Number \_\_\_\_\_  
\_\_\_\_\_

Printed Name and Title \_\_\_\_\_ Date: \_\_\_\_\_

Attachment C

TAXPAYER IDENTIFICATION CERTIFICATION

A. County certifies that:

1. The number shown on this form is County's correct taxpayer identification number (or County is waiting for a number to be issued to County); and
2. County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding, or
  - (b) County has not been notified by the Internal Revenue Service (IRS) that County is subject to backup withholding as a result of a failure to report all interest or dividends, or
  - (c) The IRS has notified County that County is no longer subject to backup withholding, and
3. County is a U.S. person (including a U.S. resident alien).

B. County's Name: \_\_\_\_\_

C. County's Taxpayer Identification Number: \_\_\_\_\_

Social Security Number (SSN): \_\_\_\_\_

or

Employer Identification Number (EIN): \_\_\_\_\_

(If County is an individual, enter County's name and SSN as it appears on County's Social Security Card. If County is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

D. County's Legal Status (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental                          |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                     |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or trust                       |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non-Corp.)                  |
| <input type="checkbox"/> Corporation providing or billing medical or health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or billing medical or health care services | <input type="checkbox"/> Other:                                |

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS  
AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF[County]

Signature of Authorized Representative \_\_\_\_\_

Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_

PREVAILING RATE OF PUBLIC WORKS WAGES FOR McLEAN COUNTY  
ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 130/0.01 through 130/12, Chapter 820, Illinois Compiled Statutes, 1992; and

WHEREAS, the aforesaid Act requires that the County of McLean investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said McLean County employed in performing construction of public works for said McLean County; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

16.01 To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of June 1, 2003, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

16.02 Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 704, Law and Justice Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

The County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois. The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of June, 2003.

APPROVED:

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Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, Clerk of the County Board  
of McLean County, Illinois



# McLean County Prevailing Wage for June 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	====	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		22.730	23.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
ASBESTOS ABT-GEN		HWY		22.750	23.200	1.5	1.5	2.0	3.150	5.070	0.000	0.300
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		27.730	30.730	2.0	2.0	2.0	4.050	6.600	0.000	0.150
BRICK MASON		BLD		23.930	25.430	1.5	1.5	2.0	3.750	5.100	0.000	0.260
CARPENTER		BLD		23.700	25.450	1.5	1.5	2.0	5.000	4.650	0.000	0.250
CARPENTER		HWY		24.680	26.430	1.5	1.5	2.0	5.000	4.600	0.000	0.250
CEMENT MASON		ALL		22.060	22.810	1.5	1.5	2.0	3.150	7.350	0.000	0.000
CERAMIC TILE FNSHER		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
ELECTRIC PWR EQMT OP		ALL		26.910	30.750	1.5	1.5	2.0	2.750	6.730	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		18.470	30.750	1.5	1.5	2.0	2.750	4.610	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		28.890	30.750	1.5	1.5	2.0	2.750	7.220	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		19.380	30.750	1.5	1.5	2.0	2.750	4.850	0.000	0.000
ELECTRICIAN		BLD		28.000	30.800	1.5	1.5	2.0	4.150	5.090	0.000	0.420
ELECTRONIC SYS TECH		BLD		18.150	18.650	1.5	1.5	2.0	6.040	0.550	0.000	0.000
ELEVATOR CONSTRUCTOR		BLD		27.795	31.270	2.0	2.0	2.0	5.775	2.880	1.670	0.000
FENCE ERECTOR	E	ALL		22.370	23.870	1.5	1.5	2.0	3.990	5.650	0.000	0.500
GLAZIER		BLD		22.670	23.420	1.5	1.5	2.0	4.150	5.550	0.000	0.300
HT/FROST INSULATOR		BLD		29.800	31.550	1.5	1.5	2.0	5.910	7.560	0.000	0.230
IRON WORKER	E	ALL		23.670	25.170	1.5	1.5	2.0	5.090	5.900	0.000	0.500
IRON WORKER	W	BLD		22.200	23.450	1.5	1.5	2.0	4.740	7.160	0.000	0.320
IRON WORKER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
LABORER		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER		HWY		21.750	22.200	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LABORER, SKILLED		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER, SKILLED		HWY		22.050	22.500	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LATHER		BLD		23.700	25.450	1.5	1.5	2.0	5.000	4.650	0.000	0.250
MACHINERY MOVER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
MACHINIST		BLD		31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
MARBLE MASON		BLD		23.410	24.410	1.5	1.5	2.0	3.400	5.600	0.000	0.260
MILLWRIGHT		BLD		25.080	26.830	1.5	1.5	2.0	5.000	3.720	0.000	0.250
MILLWRIGHT		HWY		26.060	27.810	1.5	1.5	2.0	5.000	3.720	0.000	0.250
OPERATING ENGINEER		BLD 1		24.260	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		BLD 2		22.190	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		BLD 3		20.870	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		HWY 1		25.740	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
OPERATING ENGINEER		HWY 2		23.750	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
OPERATING ENGINEER		HWY 3		20.490	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
PAINTER		ALL		24.500	25.500	1.5	1.5	2.0	4.400	3.600	0.000	0.300
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		BLD		24.200	25.950	1.5	1.5	2.0	5.000	4.650	0.000	0.250
PILEDRIIVER		HWY		25.180	26.930	1.5	1.5	2.0	5.000	4.600	0.000	0.250
PIPEFITTER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
PLASTERER		BLD		24.800	26.540	2.0	2.0	2.0	0.000	8.200	0.000	0.200
PLUMBER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
ROOFER		BLD		22.250	23.250	1.5	1.5	2.0	3.900	5.900	0.000	0.150
SHEETMETAL WORKER		BLD		24.670	25.900	1.5	1.5	2.0	3.540	6.630	0.000	0.290
SIGN HANGER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	3.900	4.600	0.000	0.200
STEEL ERECTOR	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
TELECOM WORKER		ALL		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO FINISHER		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
TILE MASON		BLD		23.410	24.410	1.5	1.5	2.0	3.400	5.600	0.000	0.260
TRUCK DRIVER		O&C 1		19.132	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C 2		19.452	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C 3		19.612	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000

TRUCK DRIVER	O&C 4	19.812	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	O&C 5	20.412	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	N ALL 1	27.550	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 2	27.700	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 3	27.900	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 4	28.100	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	S ALL 1	23.915	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 2	24.315	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 3	24.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 4	24.765	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 5	25.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems

are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

#### LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator

construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

#### LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders

cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or

(2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.





## Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

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### Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director

Re: Budget and FTE Amendments

Date: May 28, 2003

Please find attached two budget amendments and an FTE amendment for Health Department grant programs. Below is a description of each of the amendments:

#### **Women, Infants, and Children Nutrition Program (WIC) Fund 0103**

The McLean County Health Department received notice from the Illinois Department of Human Services that its grant award had been increased approximately \$31,000 on an annual basis effective April 1, 2003 with approximately \$23,000 of that total being applied for the remainder of County budget year 2003. The additional award was based upon a combination of serving an increased caseload and meeting or exceeding targeted performance indicators such as percentage of children fully immunized, breastfeeding initiation, children receiving regular health examinations, participants enrolled in the family case management program, and others. The additional funding will be utilized to add a .60 FTE nutritionist to assist in providing more comprehensive nutrition education and purchase educational materials and supplies.

#### **West Nile Virus Mosquito Testing Grant Fund 0107**

The McLean County Health Department was selected by the Illinois Department of Public Health as one of ten counties to conduct surveillance for the presence of West Nile virus within *Culex* mosquitoes. The grant calls for the purchase of six VecTest gravid traps along with laboratory supplies. The testing process will call for placing 6 VecTest traps in three pre-selected strategic locations within Bloomington-Normal. Each trap will be primed and mosquitoes collected twice per week. The department will then test each mosquito pool to determine the presence of West Nile virus. Mosquito testing is not in lieu of early surveillance of crows and jays. Positive test results within bird samples provide evidence of the presence of WNV within the host population and usually precede the first human case by 8 to 12 weeks. The presence of WNV in mosquito pools signals the presence of the virus within the vector and precedes the first human case by 3 to 4 weeks. This will help provide the community with a more precise sentinel of the probability of transmission of the disease to humans and will help reinforce prevention messages. In addition to testing materials, the grant will cover a portion of time spent of an environmental health intern to carry out the program. There is no accompanying FTE resolution amendment since the position already exists within Fund 0112. For the purpose of this grant, the intern's time will be charged to Fund 0107 through the payroll system.

FY2003 Budget Amendment for Fund 0107  
Narrative

The McLean County Health Department has been notified that it has been awarded a \$10,000 grant to conduct testing of culex mosquitoes for West Nile virus in regions where there has been minimal testing. Implementation of the testing program will allow the McLean County Health Department to quickly obtain surveillance data and thus inform the public about the risk of West Nile virus.

The \$10,000 will be used to support a summer intern who will staff the testing project. In addition it will cover the purchase of the testing units, all necessary supplies for testing, and travel costs associated with collecting the samples.

An Ordinance of the McLean County Board  
Amending the 2003 Combined  
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0107 Infectious Disease program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to create revenue line 0407-0083 West Nile Virus Testing Grant - in Fund 0107, Department 0061, Program 0061, and appropriating \$10,000.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0107, Department 0061, Program 0061, Infectious Disease Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0516-0001	Intern	\$ 0	\$ 5,046	\$ 5,046
0599-0003	Social Security Contrib.	\$ 0	\$ 383	\$ 383
0621-0001	Operational Supplies	\$ 0	\$ 2,351	\$ 2,351
0627-0001	Photo Supplies/Film Proc.	\$ 0	\$ 250	\$ 250
0793-0001	Travel	\$ 0	\$ 720	\$ 720
0833-0002	Purchase Computer Equip.	\$ 0	\$ 1,250	\$ 1,250
TOTALS:		\$ 0	\$10,000	\$ 10,000

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

Michael F. Sweeney Chairman of the  
McLean County Board

FY2003 FTE and Budget Amendment for Fund 0103  
Narrative

The McLean County Health Department has been notified by the Illinois Department of Human Services that the WIC Grant has been increased by an annualized amount of \$30,800 of which \$23,000 will apply to the County fiscal year 2003. The increase in the award is based on increased caseload in the WIC program from a base of 1,950 to 2,132 clients.

The additional \$23,000 will be used to hire a .60 FTE Nutritionist for nutrition education programming as a result of the increased caseload. Also included are operational supplies for the new position including a desk, computer, file cabinet, travel/training, and educational materials.

An Ordinance of the McLean County Board  
Amending the 2003 Combined  
Appropriation and Budget Ordinance for Fund 0103

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, and increasing the appropriation by \$23,000 from \$237,700 to \$260,700.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 0	\$10,876	\$ 10,876
0599-0001	County IMRF Contrib.	\$ 8,401	\$ 510	\$ 8,911
0599-0003	Social Security Contrib.	\$ 13,725	\$ 832	\$ 14,557
0612-0001	Books/Videos/Publications	\$ 200	\$ 1,000	\$ 1,200
0621-0001	Operational Supplies	\$ 2,660	\$ 2,500	\$ 5,160
0718-0001	Schooling & Conferences	\$ 2,000	\$ 500	\$ 2,500
0793-0001	Travel	\$ 1,620	\$ 500	\$ 2,120
0795-0003	Telephone	\$ 7,450	\$ 482	\$ 7,932
0832-0001	Pur. Furnishings/Off Equip	\$ 0	\$ 4,000	\$ 4,000
0833-0002	Purchase Computer Equip.	\$ 1,700	\$ 1,800	\$ 3,500
TOTALS:		\$ 37,756	\$23,000	\$ 60,756

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of

Michael F. Sweeney Chairman of the

## LEASE

THIS AGREEMENT is made by and between the PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS, a Municipal Corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF McLEAN, a body politic and corporate of the State of Illinois (the "County"), as Lessee.

## WITNESSETH

WHEREAS, the Commission has been duly organized under the provisions of the PUBLIC BUILDING COMMISSION ACT of the State of Illinois, as amended (the "Act"), for the reason that an urgent need exists for modern public improvements, buildings and facilities within the limits of the County seat of McLean County (the "County") for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens and the operation and maintenance thereof; and

WHEREAS, the Commission by proper resolution adopted on the 5<sup>th</sup> day of March, 1996 did select, locate and designate the area legally described below, lying wholly within the territorial limits of the City of Bloomington, as a site (the "SITE") to be acquired by the Commission from First of America Bank - Illinois, N.A. for the purpose of leasing the Site with the improved building thereon to the County for use by it in carrying out certain of its essential governmental functions; and

WHEREAS, the Site was also duly approved by three-fourths vote of the members of the City Council of the City of Bloomington, being the County seat of the County, by action taken by said City Council on the 12<sup>th</sup> day of February, 1996, and was also approved by a majority of the members of the County Board of the County by action taken on the 19<sup>th</sup> day of March, 1996; and

WHEREAS, the Site so selected and designated is more particularly described as follows:

Tract No. 1

Units A, A-1, C and E in the Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois

Tract No. 2

Units D-1, D-2 and D-3 in The Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The Original Declaration of Condominium Ownership to The Hundman Office Building Condominium recorded August 17, 1978, as Document No. 78-12183; the First Amendment to Declaration of Condominium Ownership recorded February 6, 1979, as Document No. 79-1273; the Second Amendment to Declaration of Condominium Ownership of The Hundman Office Building Condominium made by Richard H. Hundman recorded December 28, 1979, as Document No. 79-16643, in McLean County, Illinois

Tract No. 3

Unit B in The Hundman Office Building Condominium in the City of Bloomington together with its undivided percentage interest in the ownership of the common elements. The Declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois.

WHEREAS, the Commission has acquired fee simple title to the Site which is improved with a five story office building currently occupied by certain tenants who presently pay rent to the County.

NOW, THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I - RENT AND IMPROVEMENTS

A. In consideration of the sum of Three Hundred Fifty Thousand Dollars (\$350,000) to be paid by the County in ten annual installments of \$35,000 on January 1 each year beginning January 1, 2004 through and including January 1, 2013 and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the respective parties, the

Commission does hereby lease and demise to the County and the County hereby leases from the Commission for a term of ten years (10) commencing July 1, 2003 and ending on June 30, 2013 the Site and the building located thereon with all improvements thereon.

B. The County agrees to enter into a contract with P. J. Hoerr, Inc. to repair and replace the Drivet on the exterior of the building and the Commission agrees to pay up to \$350,000 of that project cost upon written request from the County. The County shall have full responsibility for supervision of the job and the Commission shall have no responsibility for any part of the job other than payment of the \$350,000 upon the work being performed and the County requesting payment.

## SECTION II - OPERATION AND MAINTENANCE OF THE SITE

### AND BUILDING AND IMPROVEMENTS THEREON

A. The County shall be solely responsible for the maintenance, operations, upkeep and safekeeping of the entire demised premises, including parking lots, utilities, driveways, fences, sidewalks, roads and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, all at its expense and without right of reimbursement from the Commission except as set forth in paragraph B of Section I. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, lights, water, electricity, heat, air conditioning, elevators, janitor, caretaking and custodial services, and repairs to the interior or exterior, whether structural or nonstructural. Notwithstanding the foregoing provisions of this paragraph, the Commission may, in its sole discretion, use any surplus funds to assist the County in performing its operation and maintenance functions.

B. The County shall, each year during the term of this Lease include in its annual budget, and thereafter make provision for all amounts necessary for the payment of all expenses incident to the



preservation, care, maintenance and operation of said demised premises and necessary to preserve, protect and safeguard said demised premises so that the same will continue to adequately serve the uses for which it is intended; or in the alternative, the County shall make those arrangements as are necessary and legally permitted to provide the funds as may be necessary to comply with the requirements of Paragraph "A" of this Section II, including, but not limited to entering into a contract with the Commission whereby the Commission shall undertake all operation and maintenance of the demised premises and the County shall pay the Commission therefor.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of inspecting the demised premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the operation of County business in its use of the demised premises.

### SECTION III - USE OF BUILDING

A. The Commission shall incur no expense whenever any tenant moves into or out of the demised premises.

B. The County shall direct and supervise the operation of any tenant moving into or out of the demised premises and shall be responsible for all security and maintenance of the demised premises at all times during the lease term. All matters concerning the means, time, days and hours of access to the demised premises by the public and by officers, employees and agents of the County and the delivery to the County in the demised premises of all supplies, equipment, materials or the like, shall, during the term of this Lease, be subject to such reasonable rules and regulations concerning the same as shall be established by the County.

C. The County may install in the space occupied by it in accordance with the terms of this

Lease, such portable equipment, fixtures or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load-bearing walls, to the public building which constitutes a part of the demised premises without the written consent of the Commission.

The County shall not place a load upon any floor of the public building which constitutes part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

D. The County covenants and agrees that it will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City of Bloomington, Illinois, or of the County, now or hereafter in force and applicable thereto. The County further covenants and agrees that it will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City of Bloomington, Illinois, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County shall fail to make said changes and alterations, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County agrees to promptly reimburse the Commission therefor.

E. The Commission acknowledges that there are sub-tenants of the County presently occupying the leased premises and that the County will continue to sublease all or any part of the space leased by it; however, the County will only sublease if it is permitted to do so by law.

F. The County is leasing the Site and improvements and taking possession thereof in their "as is condition." At no time during the term of this Lease shall the Commission have any liability to or responsibility for any condition existing on the site or in the building located thereon.

#### SECTION IV - INSURANCE AND INDEMNIFICATION

A. The County shall keep the improvements on the demised premises insured against loss or damage by fire and wind storm with extended coverage endorsement in any amount not less than 80% of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost (exclusive of the cost of excavation, foundations and footings below the basement floor) without deduction for any physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of Illinois and shall name the Commission, as owner of the building, as an additional insured. For purposes of this paragraph, the final insurable value shall, if the Commission determines, be calculated by an independent appraiser or appraisal company employed by the Commission and the County for such purpose. Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the Commission and the County and the members of their respective governing bodies, board members, officers, agents and employees.

B. The County shall carry or cause to be carried general public liability insurance of at least Two Million Dollars (\$2,000,000) against loss on account of bodily injury, death or property damage occurring in, on or about the properties included in the demised premises or any elevator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure or Site

constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the maintenance, operation, use and repair of such demised premises.

C. The Commission will not carry insurance of any kind on any furniture or furnishings or any fixtures, equipment or improvements or appurtenances located on the demised premises and shall not be obligated to repair any damage thereto resulting from fire or other casualty. The Commission shall be named as an additional insured on such general public liability policy.

D. The County further covenants and agrees that it shall save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the County, its agents, servants, lessees, or employees.

#### SECTION V - MISCELLANEOUS

A. This Lease shall insure to the benefit and be binding upon the respective parties hereto, their successors and assigns, as their interests may appear.

B. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

1. By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the Clerk of the County or to the Chairman of the County Board of the County of McLean if the County is being served; or
2. By depositing a duly executed copy thereof in the United States Mail, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission,

or to the Clerk of the County or to the Chairman of the County Board of the County or his successor, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or the County, as the case may be, at such address as the Commission or the County may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed as the case may be, as follows:

Public Building Commission of McLean County, Illinois, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

Chairman of the County Board of McLean County, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

C. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

D. This Lease and the rights of the County hereunder are subject to the rights of the tenants in possession of the premises.

E. This Lease has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary, and the County of McLean by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, on the

dates of the respective acknowledgements attached hereto.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Date

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN ILLINOIS

ATTEST:

\_\_\_\_\_  
County Clerk of McLean  
County, Illinois

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, County Board  
of McLean County, Illinois

\_\_\_\_\_  
Date

CERTIFICATE

The undersigned, being the Chairman of the County Board of the County of McLean, Illinois, and the Clerk of the County Board of the County of McLean, Illinois, do each hereby certify that the foregoing Lease to which this Certificate is attached is a true and correct copy of the Lease which was approved and whose execution was authorized by the County Board of the County of McLean, Illinois, at its regular monthly meeting held in Bloomington, Illinois, \_\_\_\_\_ 2003.

This Certificate is executed this \_\_\_\_\_ 2003.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
ETSB Operating Fund 0450, Emergency Telephone Systems Board Department 0098  
Metro Communications Center Fund 0452, MetCom Department 0030**

**WHEREAS**, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro Communications Center Fund 0452, Metro Communications Center Department 0030, Metro communications Program 0090; and,

**WHEREAS**, on April 22, 2003, the Emergency Telephone Systems Board voted to appropriate additional funds in the amount of \$ 42,037.00 from the unappropriated fund balance of the ETSB Operating Fund 0450 to fund the addition of 3.0 full-time equivalent telecommunicator positions and related expenses in the Metro McLean County Centralized Communications Center (MetCom) to provide required back-up capability in a cost-efficient manner; and,

**WHEREAS**, at a regular meeting of Monday, June 2, 2003, the Justice Committee recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the ETSB Operating Fund 0450 in the amount of \$ 42,037.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
ETSB Operating Fund 0450			
0450-0098-0911-0400.0000			
Unappropriated Fund Balance	\$ 0.00	\$42,037.00	\$42,037.00
 MetCom Fund 0452, Department 0030			
0452-0030-0090-0450.0044			
MMCCC-ETSB	\$582,092.00	\$42,037.00	\$624,129.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the MetCom Department 0030, Metro Communication Program 0090 the following appropriations:

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MetCom Fund 0452, Department 0030			
0452-0030-0090-0503.0001			
Full-time Employee Salaries	\$1,241,108.00	\$ 34,733.00	\$1,275,841.00
0452-0030-0090-0599.0001			
IMRF Contribution	\$ 64,623.00	\$ 1,459.00	\$ 66,082.00
0452-0030-0090-0599-0002			
Employee Medical Insurance	\$ 96,200.00	\$ 3,188.00	\$ 99,388.00
0452-0030-0090-0599.0003			
Social Security Contribution	\$ 106,087.00	\$ 2,657.00	\$ 108,744.00
Total		\$ 42,037.00	

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, the Emergency Telephone Systems Board and the Director of the Metro McLean County Centralized Communications Center

**ADOPTED** by the County Board of McLean County this 17th day of June, 2003.

**ATTEST:**

**APPROVED:**

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Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board



# EXHIBIT III ELECTRONIC MONITORING COSTS

ment, Supplies & Monitoring			
se 25 units @ \$2.50	\$	22,813	
itoring Supplies	\$	300	
phones for indigent offenders	\$	500	
icle for supervision	\$	1,750	
pment Locker	\$	500	\$ 25,863
obation Officers @ \$31,513	\$	126,052	
efits	\$	25,917	
hing	\$	1,000	\$ 152,969
s, Equipment			
e Furniture	\$	800	
e Supplies	\$	300	
puters	\$	2,800	
ies	\$	960	
onitoring Costs	\$		\$ 4,860
istance Abuse Services			
	\$	5,000	\$ 5,000
Total Electronic Monitoring Costs	\$		\$ 188,692